

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

FILED
U.S. DISTRICT COURT
NORTHERN DISTRICT OF IOWA
APR -5 PM 4:55
JUDICIAL DIV. OFFICE
BY CKSOS

TOP OF IOWA COOPERATIVE, an
Iowa cooperative,

Plaintiff,

vs.

VIRGIL E. SCHEWE,

Defendant.

No. C 96-3146-MWB

VERDICT FORM

We, the jury, unanimously find as follows:

TOP OF IOWA'S CLAIM OF BREACH OF CONTRACT			
1	Has Top of Iowa proved all of the elements of its claim of breach of contract, as explained in Final Jury Instruction No. 4, by the greater weight of the evidence? <i>(If your answer is "yes," go on to line 2, but if your answer is "no," go on to line 3 and enter your verdict in favor of Mr. Schewe.)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Has Mr. Schewe proved his affirmative defense of equitable estoppel, as explained in Final Jury Instruction No. 7, by clear, convincing, and satisfactory evidence? <i>(If your answer is "no," enter your verdict on line 3 in favor of Top of Iowa, but if your answer is "yes," enter your verdict on line 3 in favor of Mr. Schewe.)</i>	<input checked="" type="checkbox"/> No ↓	<input type="checkbox"/> Yes ↓
3	In whose favor do you find?	<input checked="" type="checkbox"/> Top of Iowa	<input type="checkbox"/> Mr. Schewe
4	If you found in favor of Top of Iowa, what damages do you award to Top of Iowa on this claim, as damages for Mr. Schewe's breach of contract are explained in Final Jury Instruction No. 10?	[REDACTED]	
<input checked="" type="checkbox"/>	The difference between the market price and the contract price, in the amount of \$ <u>100,000</u> .		
<input type="checkbox"/>	Nominal damages in the amount of \$1.00.		

100

MR. SCHEWE'S FIRST COUNTERCLAIM OF BREACH OF CONTRACT							
1	Has Mr. Schewe proved all of the elements of his counterclaim of breach of contract, as explained in Final Jury Instruction No. 5, by the greater weight of the evidence? (If your answer is "yes," go on to line 2, but if your answer is "no," go on to line 3 and enter your verdict in favor of Top of Iowa.)		<div style="display: flex; justify-content: space-around;"> ____ Yes <u>X</u> No </div>				
2	Has Top of Iowa proved its affirmative defense of equitable estoppel, as explained in Final Jury Instruction No. 7, by clear, convincing, and satisfactory evidence? (If your answer is "no," enter your verdict on line 3 in favor of Mr. Schewe, but if your answer is "yes," enter your verdict on line 3 in favor of Top of Iowa.)		<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">No</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">↓</td> </tr> </table>	No	Yes	↓	↓
No	Yes						
↓	↓						
3	In whose favor do you find?	____ Mr. Schewe	<u>X</u> Top of Iowa				
4	If you found in favor of Mr. Schewe, what damages do you award to Mr. Schewe on this counterclaim, as damages for Top of Iowa's breach of contract are explained in Final Jury Instruction No. 10?						
	The profit Mr. Schewe would have made from full performance of the contract, in the amount of \$_____.						
	____ Nominal damages in the amount of \$1.00.						

MR. SCHEWE'S SECOND COUNTERCLAIM OF BREACH OF FIDUCIARY DUTY			
1	Has Mr. Schewe proved all of the elements of his counterclaim of breach of fiduciary duty, as explained in Final Jury Instruction No. 6, by the greater weight of the evidence? (If your answer is "yes," go on to line 2, but if your answer is "no," go on to line 3 and enter your verdict in favor of Top of Iowa.)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Has Top of Iowa proved its affirmative defense of equitable estoppel, as explained in Final Jury Instruction No. 7, by clear, convincing, and satisfactory evidence? (If your answer is "no," enter your verdict on line 3 in favor of Mr. Schewe, but if your answer is "yes," enter your verdict on line 3 in favor of Top of Iowa.)	<input checked="" type="checkbox"/> No ↓	<input type="checkbox"/> Yes ↓
3	In whose favor do you find?	<input checked="" type="checkbox"/> Mr. Schewe	<input type="checkbox"/> Top of Iowa
4	If you found in favor of Mr. Schewe, what damages do you award to Mr. Schewe on this counterclaim, as damages for Top of Iowa's breach of fiduciary duty are explained in Final Jury Instruction No. 10?		
	<input checked="" type="checkbox"/> "Benefit of the bargain" damages and other monetary losses, in the amount of \$ <u>3400</u>		
	<input type="checkbox"/> Nominal damages in the amount of \$1.00.		

Date: 4/5/01

Time: 4:36 pm

Copies mailed on 4/5/01
to counsel of record or pro se
parties as shown on the docket
sheet. Added to PH
KS us
Deputy Clerk